the renting of rooms or the taking in of boarders does not deprive it of its character as a dwelling house. *In re Veeder,* 65 N. Y. S. 517; *Rafferty* v. *Insurance Co.,* 18 N. J. L. 480; *Birmingham Waterworks Co.* v. *Truss,* 135 Ala. 530. These last cases are not consistent with the main case, for a building, under them, may be a dwelling house, considered as a whole, and at the same time, may be half a dozen dwelling houses, under the rule of this Michigan case.

CONTRACTS—PLACE OF BREACH.—Defendant, a New Jersey Corporation doing business in the State of New York, entered into a contract with plaintiff, a resident of Buenos Aires, whereby defendant agreed to accept delivery of goods in Buenos Aires. After part of the contract had been performed, defendant sent a cablegram from New York to plaintiff at Buenos Aires repudiating the contract. *Held,* that this action on the part of the defendant brought it within § 1780 (3) of the New York Code of Civil Procedure authorizing suits by non-residents against a foreign corporation when the breach of the contract occurred within the State. *Wester* v. *Casein Co. of America,* (N. Y. 1912) 100 N. E. 488.

The court in reaching its conclusion treated the delivery of the message to the telegraph company as a delivery to plaintiff. This is an extension of the rule relating to offer and acceptance as established in *Adams* v. *Lindsell,* 1 Barn. & Ald. 681, and universally followed by the courts in America and in England. The rule that the time of revocation of an offer is the time such revocation is communicated is also well established. The New York court cites *Vassar* v. *Camp,* 1 N. Y. 441 and *Trevor* v. *Wood,* 36 N. Y. 307, 93 Am. Dec. 511, to sustain its conclusion. These cases, however, related to offer and acceptance by mail, and not, as in the principal case, to the repudiation of an existing contract. In *Patrick* v. *Bowman,* 149 U. S. 411, it was held that an offer by mail is not revoked until the notice of revocation actually reaches the offeree. It would seem that in the principal case the breach of contract should not take place until the cablegram was delivered to the plaintiff at Buenos Aires. See also *Crown Point Ins. Co.* v. *Boatman Fire Ins. Co.,* 127 N. Y. 608; *Fink* v. *Fink,* 171 N. Y. 616, which seem to be in conflict with the principal case.

CONTRACTS—PUBLIC POLICY.—Plaintiff rented from defendant company a warehouse on the latter's right of way, the lease containing a provision that the lessee should protect the buildings against danger from fire to which they were exposed by reason of their proximity to the railroad, and that the risks of all loss and damage by fire, however caused, and whether or not caused by the negligence of the lessor or its servants, were assumed by the lessee, who was to save the lessor harmless from all liability for damage by fire. *Held,* that such a covenant is not illegal or void as against public policy, *Checkley* v. *Illinois Cent. R. Co.,* (Ill. 1913) 100 N. E. 942.

The precise question involved in this case was for the first time passed upon by the Illinois Court. That a common carrier may contract against its own negligence with reference to matters not related to its duty as a common

carrier is generally conceded. Similar provisions in leases exempting a railroad company from liability for fire caused by its own negligence have been held valid in *Stephens* v. *Southern Pac. Co.,* 109 Cal. 86, 41 Pac. 783; *Griswold* v. *Ill. Cent. R. Co.,* 90 Iowa 265, 57 N. W. 843; *Mann* v. *Pere Marquette R. Co.,* 135 Mich. 210, 97 N. W. 721; *Am. Cent. Ins. Co.* v. *Chicago etc. R. Co.,* 74 Mo. App. 89; *Hartford Fire Ins. Co.* v. *Chicago, Milwaukee & St. Paul R. Co.,* 175 U. S. 91, 20 Sup. Ct. 33; *Kansas City R. Co.* v. *Blaker,* 68 Kan. 244, 75 Pac. 71. It has been held that a covenant in a lease of a portion of a railroad right of way exempting the railroad company from liability for fires caused by the railroad company's locomotive is a covenant running with the land and as such protects the assignee of the original lessor. *Northern Pac. R. Co.* v. *McClure,* 9 N. D. 73, 81 N. W. 52. Applying the same principle it has been held that such a covenant binds the assignee of the lessee. *Kennedy* v. *Iowa State Ins. Co.,* 119 Iowa 29, 91 N. W. 831. Likewise such covenant is binding on the insurer who has become subrogated to the right of the lessee. *Savannah F. & M. Ins. Co.* v. *Pelzer Mfg. Co.,* 60 Fed. 39. On the other hand, it has been held that a sub-tenant of the lessee, although chargeable with knowledge of the terms of the lease, is not bound to the lessor by covenants contained in the lease between lessor and lessee where he has not so contracted, and that he may recover against the lessor. *Mo. etc. R. Co.* v. *Keahy,* 37 Tex. Civ. App. 330, 83 S. W. 1102. One who is not in privity with the lessee and who has no knowledge of stipulations relieving the railroad company from liability may recover for property stored in such warehouse. *Texas etc. R. Co.* v. *Watson,* 190 U. S. 287. Nor is a railroad company exempt from liability to a third person who stores goods in a warehouse of a lessee whose lease contains stipulations exempting the railroad company from liability for damage caused by fires, even though such third person has notice of the provisions of the lease. *McAdams* v. *Mo. etc. R. Co.,* 19 Tex. App. 82, 45 S. W. 936. Where a railroad company negligently sets fire to a building situated on its right of way, which it has leased with a proviso that no liability shall attach for loss by fire of property on the rented premises, it was held liable for loss of other property not located on the right of way to which the fire was communicated. *Kansas City etc. R. Co.* v. *Blaker,* 68 Kan. 144, 75 Pac. 71.

CORPORATIONS—NOTICE OF DIRECTORS' MEETINGS.—There were five directors of the corporation and under the charter a majority of the board constituted a quorum. At a meeting attended by three directors, who were the only beneficial stockholders, action was taken by unanimous vote, raising the salaries of the officers of the corporation. This suit was brought by the trustee in bankruptcy of the corporation to recover the portion of the salaries of the officers drawn because of this action. The corporation was solvent at the time the action was taken and there was no fraud. *Held,* that where all the real stockholders and a majority of the directors of a corporation agree to a particular appropriation of the funds of the corporation, and that appropriation leaves the corporation still solvent, no one can complain. *Watts* v. *Gordon, et al.* (Tenn. 1913) 153 S. W. 483.